

207 CMR 10.00: REGULATIONS GOVERNING THE
ADVERTISING, MARKETING, BILLING,
PROVISION, AND TERMINATION OF
TELEPHONE AND CABLE TELEVISION
SERVICES TO RESIDENTIAL CUSTOMERS OF
THE COMMONWEALTH OF MASSACHUSETTS

SECTION:

- 10.01: Purpose and Scope
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10.01 Purpose and Scope

(1) Purpose

The purpose of this Section is to provide modernized regulations setting forth consumer rights in connection with the advertising, marketing, billing, provision, and termination of telephone and cable television services within the Commonwealth of Massachusetts. This Section formalizes the *Residential Billing and Termination Practices* established in docket D.P.U. 18448 (1977).

(2) Scope

The provisions of this Section are applicable to all Companies that provide telephone or cable television services within the Commonwealth of Massachusetts.

10.02 Definitions

The following words as used herein shall, unless the context requires otherwise, have the following meanings:

“Adult” means a person eighteen (18) years of age or older.

“Affiliate” means any person, association, partnership, corporation or joint-stock company, trust, or other business entity that is controlled by the Company by virtue of its ownership or voting interest.

“Agent” means one or more persons, a corporation, a partnership, trust or other entity, as the case may be, who acts on behalf of a Company, or provides services in conjunction with a Company, and any sub-contractor, employee, servant, affiliate, or agent thereof.

“Basic service” means local telephone service provided at a flat rate which includes unlimited calling within the customer’s local calling area and access to E911 service; and basic service tier cable television service.

“Billing period” means a telephone or cable television service period of not less than twenty-six (26) or more than thirty-five (35) days.

“Cable television service” means (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

“Clear and conspicuous disclosure (or notice)” (including the term “clearly and conspicuously”) means disclosures required by these regulations shall be of such size or color contrast and so placed as to be readily noticeable to customers, purchasers, or prospective purchasers reading advertising, sales promotional literature, billing invoices containing same, or any written representation as to services or equipment offered or purchased. A term is conspicuous when it is so written that a person against whom it is to operate ought to have noticed it. A disclosure is conspicuous if it is in larger or contrasting type or color.

“Commonwealth” means Commonwealth of Massachusetts.

“Company” means any provider of telephone and/or cable television services.

“Customer” means any past or present purchaser of telephone and/or cable television services supplied by the Company primarily for personal or residential use.

“Date of issuance” means the date the bill was issued as identified on the bill.

“Days” means calendar days unless the specified time period is ten (10) days or less in which case “days” shall mean business days.

“Delinquent account” means a Customer account for telephone or cable television services which remains unpaid for at least thirty (30) days after the date of issuance of a bill prepared and delivered in accordance with these Regulations.

“Department” means the Department of Telecommunications and Cable of the Commonwealth of Massachusetts.

“Discontinuance of service” or “termination of service” means a cessation of telephone or cable television services to a Customer caused by the Company and not voluntarily requested by the Customer.

“Issuing authority” of a city or town means the mayor of a city, the board of selectmen of a town, or the city manager of a city with a plan D or E charter with authority to grant licenses to construct and operate cable television systems.

“Material terms and conditions” means any terms and conditions, the disclosure of which has the tendency or capacity to influence the decision of reasonable customers, buyers, or prospective buyers whether to purchase the service or equipment.

“Service contract” means a contract between a Company and a Customer for the provision of telephone or cable television service.

“Term commitment” means a specified amount of time that a specific promotion or offer for services or equipment is effective.

“Telephone service” means the transmission of intelligence within the Commonwealth of Massachusetts by electricity, by means of telephone lines or telegraph lines or any other method or system of communication, including the operation of all conveniences, appliances, instrumentalities, or equipment appertaining thereto, or utilized in connection therewith.

“Third party provider” means an entity that is not a subsidiary or affiliate of the Company.

10.03 General provisions

Unless expressly provided for to the contrary, the provisions of Section 10.03 shall apply to all telephone and cable television services delivered within the Commonwealth.

(1) Advertising and Marketing Disclosures

(a) A Company shall, at a minimum, clearly and conspicuously disclose in its advertising and marketing materials for specific services, plans, promotional prices, equipment or free offers all material terms and conditions related to the service, plan, price, equipment or free offer including, but not limited to:

- (1) the cost of the service, plan, or equipment;

- (2) the cost of associated fees and taxes for the service and equipment;
- (3) the term commitment of any promotion plan or price and the duration of any service contract;
- (4) the amount of any early termination fee;
- (5) the cost of the service or plan after the promotion price expires; and
- (6) the conditions or limitations associated with the service, plan, price, equipment or free offer appearing in close proximity to the plan, price, equipment or free offer to which they relate including, but not limited to, any restricted access to 911.

(2) Point of Sale and Service Contract Disclosures

(a) Before a Customer enters into a service contract with or purchases service or equipment from a Company for telephone or cable television service, the Company must provide to the Customer clear and conspicuous written notice of all material terms and conditions related to the service contract, service, or equipment including, but not limited to:

- (1) all Customer rights and responsibilities under these regulations;
- (2) all available services and equipment, and all associated costs and fees, including a description of the lowest-priced service and equipment available to Customers in the area in which service is desired, including Lifeline availability, together with all associated charges and fees; and
- (3) the Company's billing practices including, but not limited to, the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures, termination procedures, and late payment penalties.

(b) The Company shall print in a conspicuous place on the Company's website and in the introductory pages of all residential telephone directories furnished by the Company; and shall provide in writing upon the Customer's request the information identified in 10.03(2)(a)(1)-(3).

(c) In the event a Customer purchases services over the telephone, the Company must disclose all material terms and conditions clearly and conspicuously prior to sale.

(d) In the event a Customer purchases services over the Internet, all material terms and conditions must be clearly and conspicuously disclosed before any click-through or other mechanism of acceptance is required for a Customer to make the purchase.

(3) Written Communications and Notices

(a) All written communications required by these regulations to be transmitted by a Company to a Customer shall be sent by first class mail to the person and address specified by the Customer. If the Customer specifies a person or address different from the person to whom or the address at which service is to be provided, the Company shall then inform the Customer that it will send all written communications to the specified person and address only. The Company shall not impose a charge or fee for written communications required by these regulations.

(b) Except as provided otherwise in these regulations, all written communications required by these regulations must be sent by the Company by first class mail unless a Customer expressly consents to electronic notification. A Company must be able to verify any such express consent to receive required written communications electronically.

(c) A Company shall provide written notice to all Customers, separate from the Customer's monthly bill, and the Department of any changes that affect the Customer in billing practices, services, or rates including, but not limited to, the expiration of a promotional rate, at least thirty (30) days prior to the changes. If a Customer requests disconnection from service prior to the effective date of an increase in rates, the Customer shall not be charged the increased rate if the Company fails to disconnect service prior to the effective date. Any Customer who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance. For purposes of calculating the amount of such refund, any period of continued service attributable to the Company's failure to disconnect service notwithstanding the Customer's request to do so shall be deemed a period during which the Customer did not receive service.

(d) Except as otherwise provided in Section 10.05(1)(a), notice of any changes to the form and content of any written communications required by these regulations shall be filed by a Company with the Department within sixty (60) days of any such changes.

(4) General Billing Practices

(a) A Company shall not charge a Customer for any service or equipment that the Customer has not expressly requested. Any third party provider charges appearing on a Customer's bill must be placed in a distinct section of the bill, separate from the Company's charges. Customers shall be afforded the option to block third party provider charges from appearing on their bills and shall be provided with notice of this option at the point of sale and on each bill.

(b) All bills shall be sent to the Customer no later than three (3) days following the bill's date of issuance. Additionally, bills for services previously provided must be sent within

fifteen (15) days following the last day of the billing period. In the absence of a tariff approved by the Department or an agreement with an Issuing Authority further limiting the period of advance billing, a Company may, pursuant to uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a billing period. A Customer may voluntarily agree to make advance payments for periods greater than two months.

(c) A Customer shall be afforded at least thirty (30) days from the bill's date of issuance to pay the bill in full. A Customer account shall not be considered delinquent unless the account remains unpaid for at least thirty (30) days after the date of issuance of a bill prepared and delivered in accordance with these Regulations.

(d) A Company shall clearly and conspicuously identify or state:

- (1) The name, local address, and telephone number of the Company or Companies providing the service(s), accompanied by a statement that the Customer may call a telephone number identified therein with any questions or complaints about the bill or to obtain a description of the Customer's rights under these regulations;
- (2) The start and end dates of the billing period to which the bill relates;
- (3) Any delinquent amounts, labeled "delinquent";
- (4) Any payments and adjustments affecting the current billing period, labeled "payments and adjustments," and whenever possible, the dates on which individually chargeable services were rendered or any applicable credits were applied;
- (5) The amount of any previous balance remaining unpaid as of the date of the current bill, labeled "outstanding balance before new charges";
- (6) All new charges due, including a clearly labeled and itemized statement of regular monthly charges; mandatory taxes imposed on services; and non-mandatory fees;
- (7) The total outstanding balance on the account, taking into account past due amounts and payments and adjustments, labeled "New Balance;" and
- (8) The due date for payment of the bill established in accordance with Section 10.03(4)(c) above.

(e) Each bill must include a notice to Customers stating that Customers have a right to dispute charges on the bill associated with any telephone or cable television service and a right to challenge the Company's decision regarding such dispute by appealing to the Department. The following shall be printed on the front of the bill, in print no smaller than 14 point print:

"RIGHT TO DISPUTE YOUR BILL -- SEE [e.g., "REVERSE"] FOR DETAILS"

The following notice, in no smaller than 10-point print, shall be included on the bill:

RIGHT TO DISPUTE YOUR BILL

If for any reason you believe your bill is wrong, you must call or write a Company representative within thirty (30) days of the bill's date of issuance and explain the amount you believe to be in error and the reason you believe the amount is in error. Unless you dispute the entire amount of the bill, you must pay the undisputed amounts within thirty (30) days of the bill's date of issuance as stated on the bill. If you do not pay the undisputed amounts, you will be in default of your bill.

If you are dissatisfied with the Company's decision on your complaint regarding telephone [or cable television] service, you have the right to appeal your billing dispute to the Massachusetts Department of Telecommunications and Cable ("Department") by calling or writing to the Department to request Department intervention.

Call or write:

CONSUMER DIVISION
DEPARTMENT OF TELECOMMUNICATIONS AND CABLE
1000 WASHINGTON STREET, SUITE 820
BOSTON, MASSACHUSETTS 02118-6500
Telephone: (617) 305-3531 or (800) 392-6066

While a decision on your dispute is pending, your telephone [or cable television] service will not be shut off for failure to pay the portion of your bill which you are disputing. *[In the case of charges for cable television service, you may be required to appeal the Company's decision to the licensing or issuing authority before appealing to the Department.]*

(f) Except in cases where a Company imposes a late charge pursuant to a tariff approved by the Department or an agreement with an Issuing Authority, the following provisions shall apply:

- (1) A Company shall not impose a late charge on a Customer unless a Customer has a delinquent account, the Company has given the Customer a written late charge notice in a clear and conspicuous manner, and the Customer has been given at least eight (8) days from the date of delinquency to pay the balance due.
- (2) A charge of not more than five percent (5%) of the balance due may be imposed as a one-time late charge.
- (3) No late charge may be assessed on the amount of a bill in dispute.

(g) Any charge for returned checks shall be reasonably related to the actual processing costs incurred by the Company.

(h) In the case of a bill that includes a past due balance, payments received by the Company which are insufficient to pay the past due balance and the current charges shall first be applied to the past due balance.

(i) No Customer shall be required to pay any reconnection fee or other charge for restoration of telephone or cable television service, if service was discontinued by the Company in error or in violation of any provision of these regulations.

(j) Whenever a Customer requests that telephone or cable television service be transferred from one location to another, the Company may require payment of any undisputed delinquent charges as a condition of such transfer of service.

(k) Credits owed to a Customer shall be applied by the Company to the Customer's account within a reasonable time period, not to exceed two (2) billing cycles, following a determination that a credit is owed.

(5) Termination of service

(a) Grounds for Discontinuance of Service

- (1) Subject to compliance with the provisions of these regulations, a Company may discontinue telephone or cable television service to a Customer for one or more of the following reasons:
 - (i) Nonpayment of a delinquent account;

- (ii) Use of the service in a manner which is unlawful under the laws of the Commonwealth or of the United States, or which is in violation of any tariff approved by the Department; and
- (iii) Misrepresentation of identity for the purpose of obtaining service.

(b) Notices of Discontinuance of Service

- (1) Except as set forth in Section 10.04(1) below, a Company shall not discontinue telephone or cable television service unless written notice by first class mail addressed to the Customer is sent to the Customer, or in the alternative, personally served on him or her, at least thirty (30) days prior to the date of the proposed discontinuance. This written notice is in addition to any electronic notices that the Customer has consented to receive.
- (2) An account shall not be deemed delinquent if the entire amount unpaid is the subject of a pending complaint pursuant to Section 10.03(6). If the entire amount unpaid is not the subject of such a pending complaint, the Company may issue a notice of discontinuance of that service with respect to which there is no pending complaint consistent with this Section and Section 10.04(1) below.
- (3) Notices of discontinuance of service shall contain the following information:
 - (i) The telephone number, name, and address of the Customer and the delinquent amount owed;
 - (ii) A clear and conspicuous statement of the services to be discontinued, the reason for the discontinuance of service, and the amount to be paid to prevent the service from being discontinued;
 - (iii) The date on or after which service will be discontinued unless the Customer cures the delinquency; and except for accounts affecting households in which all adult residents are 65 years of age or older, the following statement set forth in 14 point bold print: **“This is your final notice. No further notice will be sent to you prior to discontinuance of service.”**

- (iv) If the Customer is required to take any action in addition to paying the delinquent amount, a clear statement of the additional action required to prevent discontinuance;
- (v) The Customer protection notice required by Section 10.03(4)(e) (“RIGHT TO DISPUTE YOUR BILL”) above;
- (vi) The serious illness and personal emergency notice and a statement concerning the protection provided to persons 65 years of age or older required by Section 10.04(1)(c)(3); and
- (vii) A statement that if service is discontinued, the Customer may be required to pay, as a condition of the restoration of service, the delinquent balance and the appropriate charge for restoration of service.

- (4) Telephone or cable television service shall not be discontinued on the day before, or on a day when, reconnection services are not available from the Company. Notwithstanding any provision of these regulations to the contrary, a Company shall not discontinue service except between the hours of 8:00 a.m. and 4:00 p.m. If the Company does not discontinue telephone or cable television service within a period of ten (10) days after the date specified in the notice as required by Section 10.03(5)(b)(3)(iii), the Company’s right to discontinue service shall expire, and thereafter the Company may not discontinue service except after the issuance of a new notice of discontinuance of service pursuant to Section 10.03(5)(b) and after the expiration of the new default cure period specified in the new notice of discontinuance.

(6) Customer service; complaint resolution procedures; DTC adjudication procedures

(a) A Company shall establish written procedures for prompt investigation of Customer complaints made relating to telephone or cable television service. The procedures shall provide at least thirty (30) days from a bill’s date of issuance for the Customer to make a complaint. These procedures shall also afford the Customer the option of speaking with a live Company representative in a prompt manner concerning his or her complaint.

(b) A Customer shall forfeit any rights under this Section if he or she fails to pay the undisputed balance within thirty (30) days of the bill’s date of issuance or submit a dispute to the

Company related to the charges for telephone or cable television services within thirty (30) days of the bill's date of issuance. The Company may then proceed to discontinue service as provided in Section 10.03(5).

(c) If any charge relating to telephone or cable television service is disputed by the Customer, the following procedures shall apply:

- (1) The Customer shall notify the Company of the dispute by phone, mail or in person. A Company representative shall make a good faith effort to investigate and resolve the dispute. In any event, the Company shall, within thirty (30) days of receipt of the complaint from the Customer, notify the Customer of the Company's decision and provide an explanation of its decision. Decisions favorable to the Customer may be communicated by telephone unless the Customer requests written confirmation.
- (2) Notification of all decisions not entirely in favor of the Customer shall be in writing and sent to the Customer within thirty (30) days of the Company's receipt of the Customer's complaint.
- (3) In all cases, written notification of a decision by a Company that is adverse to the Customer shall include the following advisory:

If you still consider your bill for telephone [or cable television] service to be inaccurate in any respect or if you have any other complaint pertaining to our decision in this matter, you have a right to appeal to the Department of Telecommunications and Cable within thirty (30) days of receipt of this notice to:

CONSUMER DIVISION
DEPARTMENT OF TELECOMMUNICATIONS
AND CABLE
1000 WASHINGTON STREET, SUITE 820
Boston, Massachusetts 02118-6500
Telephone: (617) 305-3531 or 1-800-392-6066

If the bill that you continue to think is inaccurate is a bill for cable television service, you may contact your Issuing Authority (i.e., local licensing authority responsible for

issuing cable licenses) regarding any complaint resolution mechanism that may be available to you at: XXXX

(d) If the Customer is dissatisfied with the Company's decision, the Customer may notify the Department's Consumer Division, within thirty (30) days of receipt of such decision, that the Customer wishes to appeal. Once appealed to the Department, a representative of the Department shall notify the Company and thereafter shall conduct an investigation. Such investigation shall include the opportunity for each side in the dispute to be heard, but such hearing shall not be construed to be an adjudicatory proceeding as defined by Chapter 30A of the General Laws. At any hearing held by the Department pursuant to this Section, both the Customer and the Company shall have the right:

- (1) To represent themselves or to be represented by counsel or other person of their choice;
- (2) To present evidence, testimony, and oral and written argument; and
- (3) To confront, question, and cross-examine witnesses appearing on behalf of the other party.

A Department hearing need not be recorded or transcribed, and all evidence relevant to the dispute shall be received. The formal rules of evidence shall not apply. During the Department's investigation, the Company must provide information requested by the Department relative to the dispute within twenty (20) days of the Department's request. The Department representative shall rule promptly upon the dispute and notify the Customer and Company of the decision and of the right to appeal the decision in an adjudicatory proceeding of the Department under Chapter 30A of the General Laws.

(e) Within seven (7) days of being notified of the decision of the Department's representative, the Customer and/or the Company may request a hearing under Chapter 30A of the General Laws.

(f) The Company shall not report the unpaid amount in dispute to a credit reporting agency pending an investigation of the dispute by the Company [or Issuing Authority] or final determination by the Department pursuant to these regulations.

(g) Pending its final determination of a dispute, the Department may enter any order which it deems just and equitable, including but not limited to ordering that service be continued, restored or discontinued or the account removed upon such terms and conditions as the

Department deems equitable to both the Customer and the Company. In the absence of an order by the Department to continue service, the Company may discontinue service for nonpayment of any undisputed amount in accordance with Section 10.03(5) hereof.

(h) At any Chapter 30A hearing held under this Section, the Department representative shall be, at his or her sole discretion, entitled to inquire into any subject matter that the Department considers material to resolution of the dispute. Within a reasonable time of the close of the hearing, the Department shall issue a written determination.

(i) In all cases in which discontinuance of service may result from a decision by the Department, the Company shall bear the burden of proof that grounds for such action, as set forth in Section 10.03 herein, exist.

(j) The Department may, at any time, propose to the parties a settlement of one or more of the matters in dispute. Any settlement agreement ensuing there from, or negotiated between the parties themselves, shall be in writing, signed by the parties, witnessed and filed with the Department as part of the hearing record, and shall be binding upon the parties.

(k) The complaint determination shall be binding upon the parties unless appealed as an adjudicatory proceeding under Chapter 30A as provided in these regulations in accordance with (d) above.

10.04 Provisions Related Specifically to Telephone Services

(1) Service for persons 65 and older and for persons with a serious illness or personal emergency.

(a) Treatment of Persons 65 Years of Age and Older

- (1) A Company shall institute and maintain written procedures reasonably designed to identify, before discontinuance of telephone service for nonpayment, accounts affecting households in which all adult residents are 65 years of age or older. Copies of such written procedures shall be submitted by each Company to the Department for approval upon request of the Department. At the time a Customer applies for telephone service, and at least annually thereafter, the Company shall notify its Customers of the protections provided for in this Section through written notice mailed to the Customer by first class mail.

- (2) A Customer may request the protection afforded by this Section by submitting to the Company, on a form supplied by the Company, the account number, service address, and the name and date of birth of each adult resident of the household. Such forms shall be sent to all Customers annually. Upon receipt of the form, the Company shall verify the information and immediately identify the account as subject to the protection afforded by this Section. The Company shall then send to the household, in the name of the customer, the following notice:

We have noted on our records that all adults residing in your household are 65 years of age or older. If you cannot pay your bill all at once, you will be afforded extra time to pay your bill. Your service can not be discontinued without the approval of the Massachusetts Department of Telecommunications and Cable. You have a right to a hearing before your service can be discontinued. If you have any questions, contact the Company's number shown on your bill or contact:

CONSUMER DIVISION
DEPARTMENT OF TELECOMMUNICATIONS
AND CABLE
1000 WASHINGTON STREET, SUITE 820
BOSTON, MASSACHUSETTS 02118-6500
Telephone: (617) 305-3531 or 1-800-392-6066

- (3) If a Customer in a household in which all adult residents are 65 years of age or older so desires, the Company shall provide to a third person designated by such Customer notices pertaining to discontinuance of service. In no event shall the third person so notified be liable, without more, for the bills of the Customer.
- (4) Notwithstanding Section 10.03(5)(b)(1), a Customer in a household in which all adult residents are 65 years of age or older shall be provided at least ninety (90) days advance written notice of discontinuance of telephone service by first class mail satisfying the requirements of Sections 10.03(5)(b)(3) and 10.04(1)(c)(3).
- (5) If the Customer in a household in which all adult residents are 65 years of age or older has not paid the bill in full within the time period (not less

that ninety (90) days) specified in the notice of discontinuance, the Company may discontinue service only after it first applies to and secures the approval of the Department. A copy of the application to discontinue service shall be provided to the affected Customer, or any designee of the Customer, along with written notice that the Department shall not approve an application for discontinuance of service unless the Department, after an investigation and a hearing, if requested by the Customer, approves the application. The written notice shall include the Department contact information identified in Section 10.04(1)(a)(2) above. If the Customer or the Customer's designee requests a hearing before the Department, the hearing and appeal procedures outlined in Sections 10.03(6)(d)-(k) above shall apply.

(b) Customers with Serious Illness or Personal Emergency:

- (1) If a Customer can demonstrate that he or she is unable to pay an outstanding telephone bill and that there is a seriously ill person residing in the Customer's household, and the Customer provides the Company with a medical certificate from a registered physician or his/her designee (with the physician's office address and telephone number) stating that the person identified in the certificate as residing in the Customer's household is seriously ill and continued access to the Customer's telephone service is needed, the Company shall postpone discontinuance of service for such nonpayment, or if service has already been discontinued, restore such service. Certification shall be valid for the duration of the illness or ninety (90) days, whichever is less.
- (2) The registered physician's certification of serious illness may be by telephone, provided that a written certification in compliance with Section 10.04(1)(b)(1) is received by the Company within seven (7) days of the date of the registered physician's telephone certification. During that telephone call the Company shall inform the physician that a written certification must be received by the Company within seven (7) days. If the Company does not receive the written certification within seven (7) days, the Company may send a written notice to the Customer advising the Customer that the service will be discontinued on a specified date, not less than ninety (90) days from the date of the expiration of the aforementioned seven (7) days, unless the Company receives the written certification.

- (3) If the Customer can demonstrate in writing that he or she is unable to pay an outstanding bill for telephone service and the Customer is experiencing a personal emergency which endangers the health or safety of the Customer or someone in the Customer's household, and continued access to the Customer's telephone service is needed in connection with such emergency, the Company shall postpone discontinuance of service or shall restore service if it has already been discontinued. The period of postponement of discontinuance of service shall not exceed ninety (90) days; and if service has been discontinued it shall be restored for a period not to exceed ninety (90) days.

(c) Additional Provisions for Households Over 65; the Seriously Ill; and Customers with Personal Emergencies

- (1) A Company's decision to deny a postponement of discontinuance of service or to refuse to restore service pursuant to this Section shall be appealable to the Department in accordance with Section 10.03(6) hereof.
- (2) In cases where telephone service is continued or restored pursuant to Sections 10.04(1)(a), (b) hereof, the Customer must, no later than the end of the postponement or restoration period, pay all undisputed delinquent amounts in full. If the Customer fails to make such payment, the Company may discontinue service, except that in the case of households where all adult residents are 65 and over, Section 10.04(1)(a)(5) shall apply.
- (3) In addition to the requirements of Section 10.03(5)(b), the Company shall include in any Notice of Discontinuance of Service in the name of the Customer or his/her designee, the following notifications according to the form, boldness, and manner set out below (underlined words shall be in bold print):

RIGHT TO CONTINUED SERVICE
HOUSEHOLDS WITH ADULTS 65 YEARS AND OLDER
CUSTOMERS WITH SERIOUS ILLNESS OR
PERSONAL EMERGENCY

If **ALL ADULTS** residing in your household are **65 YEARS OF AGE OR OLDER**, you have 90 days to pay for your telephone service. If you dispute your bill for service, you have the right to file a complaint with the Department of Telecommunications and Cable and request a hearing before discontinuance of telephone service. The Company cannot discontinue your service without the approval of the Department of Telecommunications and Cable.

If you can demonstrate to us that you are unable to pay your bill, and that there is a **SERIOUSLY ILL** person residing in your household who requires continued access to telephone service, and you provide us with a written certificate from a registered doctor to that effect, the Company will maintain your service for up to 90 days, or if service has already been discontinued, will restore such service. The doctor can give this certification over the telephone provided that a written certification containing the above information is received by us within 7 days of the date of the doctor's telephone certification.

If you can demonstrate that there is a **PERSONAL EMERGENCY** which endangers the health or safety of you or someone in your household, and that the emergency requires continued access to your telephone service but you are unable to pay your bill, we will maintain your service for a period not to exceed 90 days. You must immediately inform the Company, in writing, of the reason why you are unable to pay your bill and the nature of the emergency.

Before the end of any extension period granted because of **SERIOUS ILLNESS** or **PERSONAL EMERGENCY**, you must pay all outstanding amounts in full or enter into a payment arrangement satisfactory to you and to the Company.

You may appeal any refusal by us to furnish service notwithstanding your claim of **AGE, SERIOUS ILLNESS, or PERSONAL EMERGENCY** by contacting:

CONSUMER DIVISION
DEPARTMENT OF TELECOMMUNICATIONS AND CABLE
1000 WASHINGTON STREET, SUITE 820
BOSTON, MASSACHUSETTS 02118-6500
Telephone: (617) 305-3531 or 1-800-392-6066

(2) Termination of telephone service generally

- (a) No Customer shall be subject to termination of basic service for failure to pay a non-telephone service portion of their bill.
- (b) No Customer shall be subject to termination of local telephone service for nonpayment of their regional or long distance service provided by another carrier.
- (c) No Customer shall be subject to termination of regulated telephone services for nonpayment of unregulated telephone services.

10.05 Provisions Related Specifically to Cable Television Services

The following additional provisions shall apply to cable television service:

(1) Additional Provisions for Cable Service

(a) By March 15th of each year, a Company providing cable television service shall file with the Department, the issuing authority, and the Company's local office, where they shall be available for public inspection:

- (1) A written description of the Company's billing practices for cable television services, a sample work order, and a sample Customer bill; and
- (2) A copy of the Company's programming services, rates, and charges.

(b) These regulations shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.06 Miscellaneous and Effective Date

(1) In the event that any section or portion of these regulations is found to be invalid through federal or state law, the remainder of the regulations shall continue in full force and effect.

(2) These regulations shall not relieve persons of any obligations imposed by other applicable state and federal laws and regulations.

(3) The Company is responsible for ensuring that agents selling the Company's services or acting on its behalf are in compliance with these regulations.

(4) For good cause shown, the Department may in its sole discretion waive or modify the requirements of these regulations, including but not limited to the time within which any act is required herein to be performed or any notification issued, if the Department considers such waiver to be in the public interest and/or to be in furtherance of the purpose or intent of these regulations.

(5) All records required to be maintained by these regulations shall be maintained by the Company for a period of not less than three (3) years, unless otherwise required by statute or an issuing authority.

(6) These regulations shall become effective on [----], 2012.

REGULATORY AUTHORITY

207 C.M.R. 10.00: 47 U.S.C. § 552, M.G.L. chs. 159, 166 & 166A.